UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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| UNITED STATES OF AMERICA, | : 16-CR-108(RJD) |
| -against- | : United States Courthouse<br>: Brooklyn, New York |
| MIGUEL TRUJILLO, | : Tuesday, March 8, 2016<br>: 10:00 a.m. |
| Defendant. | : |

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TRANSCRIPT OF CRIMINAL CAUSE FOR PLEADING
BEFORE THE HONORABLE RAYMOND J. DEARIE
UNITED STATES DISTRICT JUDGE

A P P E A R A N C E S:

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BY: JOSEPH S. ROSENBAUM, ESQ.

Also Present: MARIO MICHELENA, SPANISH INTERPRETER
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Proceedings recorded by mechanical stenography, transcript produced by Computer-Assisted Transcript.

(In open court.)

COURTROOM DEPUTY: We are on this morning for an arraignment and a pleading. This is USA versus Miguel Trujillo, Docket Number 16-CRIM-108. We have our Spanish interpreter here, who has previously been sworn.

Can I ask the attorneys please to note their appearance, beginning with counsel for government.

MR. TUCHMANN: Paul Tuchmann for the United States. Good morning, Your Honor.

THE COURT: Good morning.

MR. ROSENBAUM: Good morning, Your Honor. Joseph Rosenbaum on behalf of Miguel Trujillo, who is present before the Court.

THE COURT: Mr. Rosenbaum, Mr. Trujillo, good morning.

THE DEFENDANT: Good morning, Your Honor.

THE COURT: Are you ready to proceed? I take it we are. Based upon the papers in front of me, it appears that Mr. Trujillo is about to offer his plea of guilty to this information. Is that correct, Mr. Rosenbaum?

MR. ROSENBAUM: Yes, Your Honor.

THE COURT: All right. Swear the defendant, please.

(Defendant sworn.)

THE COURT: All right. Mr. Trujillo, I have to ask you a number of questions. If there's anything I say that isn't entirely clear to you, please let me know that immediately. Quite obviously, it's important that you understand everything that's being said. If you wish at any time to confer with counsel, just ask me. I will give you whatever time you need to speak privately with Mr. Rosenbaum.

Do you understand that, sir?

THE DEFENDANT: Yes, Your Honor.

THE COURT: I take it you speak a little English?

MR. ROSENBAUM: He speaks a lot of English, Judge, but because of some technical terms it's better that it's in Spanish, but I converse with him in English.

THE COURT: Quite so. Okay. Well, for that matter, if you don't understand the interpreter at any time or you don't understand me at any time, say so immediately and we'll do our best to correct the problem.

THE DEFENDANT: Yes, Your Honor.

THE COURT: And bear in mind as well, of course, Mr. Trujillo, that you are now under oath. That means that your answers to my questions must be truthful. If they were not in any material way, you could subject yourself to additional charges for the offense of perjury, which is lying under oath.

Do you understand that, sir?

THE DEFENDANT: Yes.

THE COURT: Let's begin by asking you to state on the record your full name.

THE DEFENDANT: My name is Miguel Trujillo.

THE COURT: And how old are you, sir?

THE DEFENDANT: I am 65 years old.

THE COURT: And what schooling or formal education have you had?

THE DEFENDANT: College.

THE COURT: And where did you attend college?

THE DEFENDANT: In Bogota.

THE COURT: Tell me about your health. How would you describe your health, in general terms?

THE DEFENDANT: Very good.

THE COURT: Are you currently under the care of any physician, psychiatrist, anything of that sort?

THE DEFENDANT: No.

THE COURT: Are you taking any daily medication?

THE DEFENDANT: Yes. Yes, sir.

THE COURT: For what condition, if I may ask?

THE DEFENDANT: For prediabetes.

THE COURT: Does it give you any side effects?

THE DEFENDANT: No.

THE COURT: You are able to concentrate on what I'm saying to you now?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Have you ever had a problem with alcohol or drugs or anything of that sort?

THE DEFENDANT: No, sir.

THE COURT: Mr. Rosenbaum, I think you've already answered these questions, but permit me. In your discussions, have you ever had reason to question Mr. Trujillo's ability to understand the nature of these proceedings?

MR. ROSENBAUM: No, Your Honor.

THE COURT: Is he, in your judgment, competent to proceed and capable of understanding the full range of proceedings before the Court?

MR. ROSENBAUM: Yes, Your Honor.

THE COURT: Mr. Trujillo, are you satisfied with Mr. Rosenbaum's representation?

THE DEFENDANT: Yes, Your Honor.

THE COURT: And do you wish to have him continue in his role as your counsel?

THE DEFENDANT: Yes, Your Honor.

THE COURT: All right. Now, sir, the first order of business is what we commonly refer to as a waiver of indictment. An information is an accusatory instrument filed by the United States Attorney.

Under our Constitution, the United States Attorney does not have authority to charge you or anyone with any felony violation of law. Only a grand jury can do that unless you waive your right to proceed before the grand jury, as is apparently your intention. But before I can consider that, I have to inform you about the nature of the grand jury, their function, and the rights you might have with respect thereto.

First of all, a grand jury is like any other jury drawn from our community. A maximum of 23 such people comprise a grand jury. The grand jury does not decide guilt or innocence, Mr. Trujillo. A grand jury decides whether or not there is probable cause to believe that an individual committed a felony violation of the law, a felony, by definition, being any offense that carries with it the potential of a term of imprisonment in excess of one year.

The charges recited in this information are each felony violations of the law. Do you understand that?

THE DEFENDANT: Yes, Your Honor.

THE COURT: So you would have the right to refer this matter to the grand jury in such a proceeding. It is not like a trial. It is not an adversarial proceeding. The United States Attorney presents evidence to the grand jury. You are not present unless you choose to testify before that grand jury, nor is your counsel.

The grand jury then decides, on the basis of the presentation of the evidence by the United States Attorney, whether there is probable cause to believe that you've committed one or more of these offenses. Should the grand jury conclude that there is not probable cause, the United States Attorney would be powerless, absent your waiver of your right, to charge you with any felony violation of the law.

If the grand jury decided that there was probable cause and returned an indictment against you, we would then proceed just as we're situated now with the case. Sixteen grand jurors must be present to hear evidence and 12 of the grand jurors present must conclude that there is probable cause before they are authorized to vote an indictment, meaning, in simple terms, if given the opportunity in this case, the grand jury might or might not indict you.

Now, the United States Attorney could not then file charges. They could re-present the case to a grand jury, they could present the case to another grand jury; but they could not, absent your waiver, charge you with any felony violation of the law.

If you waive that right, we would then proceed just as if the grand jury had indicted you for these offenses. Do you understand that?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Now, I take it you've had the opportunity to discuss this with Mr. Rosenbaum?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Do you feel that you understand your right to proceed before the grand jury?

THE DEFENDANT: Yes, Your Honor.

THE COURT: And is it your desire and intention to waive that right?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Mr. Rosenbaum, any doubt in your mind that Mr. Trujillo fully understands his rights before the grand jury?

MR. ROSENBAUM: No doubt, Your Honor.

THE COURT: With the defendant present with counsel, I find that he fully understands the nature of the charges, the nature of his rights to proceed before the grand jury, and has, in the presence and with the advice of counsel and in open court, waived that right.

I will so indicate by adding my signature to the waiver. And we proceed, as I said a moment ago, Mr. Trujillo, just as if you'd been indicted for these charges.

You have an absolute right to plead not guilty, in a sense, to call it all off. Do you understand?

THE DEFENDANT: Yes, Your Honor.

THE COURT: And if you were to plead not guilty, you would be entitled, under our Constitution and laws, to a speedy and public trial by jury, with the assistance of counsel, on the charges reflected in the information.

Do you understand that?

THE DEFENDANT: Yes, Your Honor.

THE COURT: I need an oral answer.

THE DEFENDANT: Yes, Your Honor.

THE COURT: At trial, you'd be presumed to be innocent of the charges. The government would have to overcome this presumption of innocence and prove you guilty by competent evidence and beyond a reasonable doubt.

You, sir, would not be required to prove a thing. You could sit back, do nothing, say nothing, simply put the government to the burden of attempting to convince the jury of your guilt.

Do you understand that?

THE DEFENDANT: Yes, Your Honor.

THE COURT: That means, of course, that if the government were to fail, the jury would be obligated, under my instructions, to find you not guilty even if you committed these offenses.

Do you understand?

THE DEFENDANT: Yes, Your Honor.

THE COURT: All right. Now, in the course of the trial, witnesses for the government would come to court, would have to come here to court, testify under oath in your presence, in the presence of counsel, of course. You'd have the right, through counsel, to confront each of these witnesses face-to-face here in the courtroom. You'd have the right through counsel to cross-examine each of the government's witnesses and, when appropriate, to object to evidence offered by the government.

You'd have the right to offer evidence in your own defense if you chose to do so, but you would be under no obligation whatsoever to offer any evidence at all.

Under our Constitution and laws, you have an absolute right or, as we refer to it, a privilege to remain silent and not testify. And no one can make you testify, not your lawyer, not the government's lawyer, not even the Court. You have that absolute privilege.

Do you understand that?

THE DEFENDANT: Yes.

THE COURT: And if you decided to exercise that privilege and not testify and if counsel requested it of me, as he likely would, I would instruct the jury in the strongest possible terms that under no circumstances should they, the jury, hold your decision against you.

Do you understand that?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Now, having said all of that, if you plead guilty you give up these rights, all of them, forever.

THE DEFENDANT: Yes, Your Honor.

THE COURT: There will be no trial. With the possible exception of sentence, there is no appeal. I will simply enter a judgment of guilty based upon what you tell me, based upon your pleas of guilty.

Do you understand that?

THE DEFENDANT: Yes, Your Honor.

THE COURT: And before, Mr. Trujillo, I can accept your plea, I am required under the rules to satisfy myself that you are, in fact, guilty of the charges reflected in this information. To do that, in a couple of minutes I'm going to have to ask you some questions. In responding to my questions, obviously, you give up your right to remain silent. You give up your constitutional right not to incriminate yourself, and you'll be called upon here in open court this morning to acknowledge your guilt.

Do you understand that?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Are you willing then, sir, to give up your right to a trial and these rights I've explained to you?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Do you have any questions about anything we've covered so far?

THE DEFENDANT: No, Your Honor.

THE COURT: Something I said?

MR. TUCHMANN: Your Honor, I may have missed it. There were just a couple of points I just want to be sure are put on the record.

One, I know Your Honor mentioned the defendant's right to counsel. I'm not sure if Your Honor mentioned that if he couldn't afford counsel at any point, counsel would be appointed for him.

THE COURT: I didn't.

MR. TUCHMANN: And that he would have the right to counsel at every stage of the trial, including an appeal. And also that the defendant would have the right, if he chose, to testify and the ability to present evidence and compel the attendance of witnesses.

THE COURT: I didn't say that?

MR. TUCHMANN: Your Honor, I may have missed it. That is entirely possible.

THE COURT: First of all -- we'll leave no stone unturned -- the United States Attorney is absolutely correct. You have the right, should you choose, to present evidence in your own defense. You are absolutely right.

And in connection with that, you have the right to compel the attendance of witnesses through the issuance of a court order or subpoena, to bring people here to offer evidence in your defense. I say that you have the right to do that. You are under no obligation -- once again and I emphasize -- to present any evidence at all.

Do you understand that?

THE DEFENDANT: Yes, Your Honor.

THE COURT: And you are entitled to counsel at all stages of this proceeding. If for some reason you could not afford counsel, you would have the opportunity to apply to the

Court for the appointment of counsel, in which case fees and expenses associated with your defense and representation would be paid by the Court under the authority of the Criminal Justice Act.

Is there another aspect of it that I overlooked?

MR. TUCHMANN: I don't believe so, Your Honor.

THE COURT: All right. Now, I have before me a document that bears the caption of the case. It's the agreement of the parties. It has been marked as Court Exhibit 1 to this proceeding. Has it been executed, Mr. Rosenbaum?

MR. ROSENBAUM: Yes, it has, Your Honor.

THE COURT: Do you have an executed copy in front of you?

MR. ROSENBAUM: Yes, I do, Your Honor.

THE COURT: Counsel has a copy in front of you. You're familiar with that document, Mr. Trujillo?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Were you able to read it in English or was it translated for you?

THE DEFENDANT: Both of them, English and Spanish, yes.

THE COURT: Good. Belt and suspenders, I like it.

You understand, sir, that this is an important document in your life at this point, would that be fair to say?

THE DEFENDANT: Yes, Your Honor.

THE COURT: And have you read and reviewed it with that degree of care?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Has counsel answered any questions you might have had concerning any aspect of the agreement?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Do you have any questions you'd like to put to the Court concerning any element of the agreement?

THE DEFENDANT: No, Your Honor.

THE COURT: Do you feel you fully understand the agreement?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Despite its technical terms in places? You're comfortable you understand it?

THE DEFENDANT: Yes, Your Honor.

THE COURT: As far as you understand, Mr. Trujillo, is your agreement with the United States Attorney fully and accurately set out in this agreement?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Are there any other promises or understandings that exist between the parties, between you and the United States Attorney, that have contributed to your decision to offer these pleas of guilty that are not reflected in this written agreement?

THE DEFENDANT: No. No, Your Honor.

THE COURT: Counsel, you can confirm that, Mr. Rosenbaum?

MR. ROSENBAUM: Yes, Your Honor. There are no other agreements other than what's contained in the four corners of the plea agreement.

THE COURT: And the U.S. Attorney can confirm it as well, I take it?

MR. TUCHMANN: Yes, Your Honor.

THE COURT: With the approval of counsel, I will suspend the reading of the background portions of the information. Is that acceptable to all counsel?

MR. ROSENBAUM: Yes, Your Honor.

MR. TUCHMANN: Yes, Your Honor.

THE COURT: The four counts read as follows, the charging language beginning at paragraph 54 for Count One:

The allegations contained in paragraphs 1 through 53 are realleged and incorporated as if fully set forth in this paragraph.

In or about and between 2008 and 2015, both dates being approximate and inclusive, within the Southern District of Florida, the defendant Miguel Trujillo, together with others, did knowingly and intentionally conspire to transport, transmit, and transfer monetary instruments and funds, to wit: wire transfers, from places in the United States to and through places outside the United States and to places in the United States from and through places outside the United States, with the intent to promote the carrying on of specified unlawful activity, to wit: wire fraud, contrary to Title 18, United States Code, Section 1343, all contrary to Title 18, United States Code, Section 1956(a)(2)(A).

Count Two, again, the incorporated provision in paragraph 56. The charging language in 57 reads as follows:

In or about and between 2009 and 2015, both dates being approximate and inclusive, within the Southern District of Florida, the defendant Miguel Trujillo, together with others, did knowingly and intentionally conspire to devise a scheme and artifice to defraud FIFA, CONCACAF, and national member associations and their constituent organizations, including to deprive FIFA, CONCACAF, and national member associations and their constituent organizations of their respective rights to honest and faithful services through bribes and kickbacks, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and artifice, to transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds, to wit: wire transfers, telephone calls, and e-mails, contrary to Title 18, United States Code, Section 1343.

And as to Count Three, again, the incorporation and the charging language in paragraph 59:

In or about and between November 2011 and April 2012, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendant Miguel Trujillo, together with others, did knowingly and intentionally conspire to devise a scheme and artifice to defraud FIFA and CONCACAF and their constituent organizations, including to deprive FIFA and CONCACAF and their constituent organizations of their respective rights to honest and faithful services through bribes and kickbacks, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and artifice, to transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds, to wit: wire transfers, telephone calls, and e-mail messages, contrary to Title 18, United States Code, Section 1343.

And finally, Count Four again begins with the incorporated provision and the charging language in paragraph 61 reads:

On or about January 11, 2015, within the Southern District of Florida, the defendant Miguel Trujillo, a resident of Florida, did knowingly and willfully make and subscribe a

United States Personal Income Tax Return, Form 1040, for the tax year 2013, which was verified by a written declaration that it was made under penalties of perjury and which was filed with the Internal Revenue Service, which tax return Trujillo well knew was not true and correct as to every material matter, in that said return reported that he had taxable income of $18,932, whereas, as Trujillo then and there well knew and believed, he received taxable income substantially greater.

And that summarizes the charges.

You've reviewed these charges with counsel, needless to say?

THE DEFENDANT: Yes, Your Honor.

THE COURT: You're confident that you fully understand what it is you are charged with in these four counts?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Two of the counts charge the crime of conspiracy.

MR. TUCHMANN: Three counts, Your Honor: One, two, and three.

THE COURT: Oh, One as well. Excuse me. The first three counts charge the crime of conspiracy, which is an illegal agreement. What is your understanding of the nature of the conspiracy? What is a conspiracy?

THE DEFENDANT: To come up with a plan to do something incorrect, that's a conspiracy.

THE COURT: Well, I'll give you a solid B-plus. It's a plan or agreement involving at least two people to do something that is illegal. The crime itself charged in Counts One, Two and Three is the agreement itself, all right?

THE DEFENDANT: Yes, sir.

THE COURT: It's the agreement, separate and apart from any act that may have been committed in accordance with that agreement. You and I agree to commit a crime, all right, and we mean it, we're involved in a conspiracy, a crime, right then and there, whether we ever commit that crime or not.

Do you understand?

THE DEFENDANT: Yes, Your Honor.

THE COURT: That's the nature of the offenses charged.

THE DEFENDANT: Yes, that's a conspiracy.

THE COURT: Counts One, Two and Three. I always feel a little silly doing that, but better safe than sorry.

All right. Now, let me return to your agreement to discuss obviously important information relative to sentencing. As you will note, much of this information, certainly what I'm about to impart regarding the statutory penalties, is reflected in your agreement in paragraph 1.

For example, on Count One, the money laundering conspiracy, you face a potential maximum term of imprisonment of 20 years. That's without parole. There is no parole in the federal system.

If sentenced to a period of incarceration, you face a term of up to three years' supervised release. Now, supervised release, Mr. Trujillo, is a period of supervision that begins the moment an individual is released from federal custody, okay. If you were to violate the terms or conditions of your supervised release at any point during the period of supervision, you could be returned to prison for up to two years on the basis of the sentence in this case, without any credit being given to you for the time you spent at liberty under supervision.

Do you understand that?

THE DEFENDANT: Yes, Your Honor.

THE COURT: You face a fine as well in an amount -- I realize I'm just reading what's in the agreement, but it's critical that we're on the same page when it comes to the potential penalties -- the greater of $500,000 or twice the value of the monetary instrument or funds involved. This is a crime that involves mandatory restitution in the full amount of the victims' losses in an amount to be determined by the Court at the time or shortly thereafter of sentence.

With respect to each of the four counts, there will be a special assessment of $100 and, as per your agreement, there is a forfeiture as provided in paragraphs 7 through 14 of your agreement with the United States Attorney.

Do you understand that?

THE DEFENDANT: Yes, Your Honor.

THE COURT: And you also face removal from the United States, as is set forth in paragraph 18 of the agreement. Do you understand that?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Now, that's not a decision I make, okay? I bring it to your attention because it is a likely consequence of your conviction in the case.

Do you understand?

THE DEFENDANT: Yes, Your Honor.

THE COURT: All right. Counts Two and Three, again, a maximum term of 20 years, a term of up to three years' supervised release, a fine the greater of $250,000 or twice the gross gain or loss, again, mandatory restitution in the full amount of each victim's losses, the special assessment, forfeiture and removal.

And finally, Count Four, you face a maximum term of three years' imprisonment, up to one year supervised release, a fine of up to $250,000 or twice the gross gain or loss resulting from the offense, restitution, special assessment, and the consequence of removal.

Do you understand that?

THE DEFENDANT: Yes, Your Honor.

THE COURT: By law, Mr. Trujillo, the sentences in each of these four counts can be imposed consecutively. Do you understand that?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Any questions before we proceed?

THE DEFENDANT: No, Your Honor.

THE COURT: All right. Now, that's the first aspect of the sentencing process, knowing and understanding what the Court's jurisdiction is, what authority I've been given by the Congress to impose sentence.

The second aspect involves what we call the sentencing guidelines. The sentencing guidelines address the question of where within this rather broad range of sentence, for example, zero to 20 years, with respect to the first three counts you will be sentenced.

To do that, we take into consideration a number of factors. The offense itself, of course, each of which will carry a suggested base range, and any other circumstances that may affect the calculation of the guidelines range.

I can't tell you today what guidelines range I will calculate. I just don't know enough about the case or about you and your role in the case. I won't be in a position to do that until after I've received the presentence report. That's a critical document prepared with your input as well as counsel's by the Probation Department. It will provide a personal history of yourself. It will discuss your role in particular in the case itself and the specific offenses as well. It will also reflect the Probation Department's recommended calculation of the sentencing guidelines range.

You'll see that report, as will Mr. Rosenbaum and the government, before I do. You'll be given an opportunity to voice objection or other commentary regarding the report and the suggested calculation.

It will at that point come to me. I will, with counsel's assistance, resolve any factual differences that may exist, will apply the facts as I understand them to the specific charges and thereby calculate the guidelines sentencing range.

Do you understand that?

THE DEFENDANT: Yes, Your Honor.

THE COURT: I am not obligated to sentence you within the range. The guidelines range is advisory. I am obligated, however, to consider the range as an important first step in the sentencing judgment process. All right?

Bear with me just a second. Is there a waiver of appeal in here?

MR. TUCHMANN: There is not, Your Honor.

THE COURT: There is not, okay.

And thereafter, what I am ultimately required to do, considering the case, your plea, the evidence, the guidelines, the probation report, the submissions of counsel, to impose what the law recognizes to be a reasonable sentence.

If you think at that point that I've imposed an unreasonable sentence, given the full range of circumstances, you may seek to appeal my sentence to a higher court. The government has the same prerogative if they feel that I've been unreasonable in some way.

If you cannot afford counsel at that point, counsel's fees and expenses will be paid by the Court upon appropriate application.

If only the government seeks review of the sentence, your interest in that proceeding will be represented by counsel either of your choosing or by appointment by the Court.

Any questions at that point?

THE DEFENDANT: No, Your Honor.

THE COURT: I'd like to briefly direct your attention to one provision in the agreement at paragraph 6. Now, this is an extensive agreement. It's 21 typewritten pages, coincidentally, 21 numbered paragraphs. You've assured me that you've read it carefully, reviewed it carefully with counsel.

I'm not going to go over every term in this agreement, but I would like to focus for a moment on paragraph

6. This has to do with the possibility the government might, prior to sentence, make an application to the Court. You're familiar with the provision, Mr. Trujillo?

THE DEFENDANT: Yes, sir. Yes, sir.

THE COURT: Now, just so you understand, if the government makes that application -- and that's their judgment, not mine, whether that application is appropriate, all right -- it doesn't obligate the Court to do anything. It just gives me the latitude to impose a sentence that might be appropriate under the circumstances, but it does not obligate me in any way to impose a particular sentence.

Do you follow?

THE DEFENDANT: Yes, Your Honor.

THE COURT: And if the government does not make that application, absent some claim that they're being arbitrary or vindictive, there's nothing I can do about it. That decision is for the government, not the Court, to make that application. You understand that?

THE DEFENDANT: Yes, Your Honor.

THE COURT: And if the government makes the application, I am nevertheless free to impose whatever sentence I believe is reasonable, given the full range of circumstances, subject only to your right of appeal, as I've just explained. Do you follow?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Anything, gents, on this subject that I have left out?

MR. TUCHMANN: No, Your Honor.

MR. ROSENBAUM: No, Your Honor.

THE COURT: All right. Mr. Trujillo, are you ready to plead?

THE DEFENDANT: Yes, Your Honor.

THE COURT: What then, sir, is your plea to Count One of the information, guilty or not guilty?

THE DEFENDANT: Guilty.

THE COURT: Count Two?

THE DEFENDANT: Guilty.

THE COURT: Count Three?

THE DEFENDANT: Guilty.

THE COURT: And Count Four?

THE DEFENDANT: Guilty.

THE COURT: Are you pleading guilty voluntarily?

THE DEFENDANT: Yes, Your Honor.

THE COURT: This is your judgment, with the assistance of counsel, that in your best interest this is the best course of action for you; is that fair to say?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Has anybody threatened or forced you in any way to plead guilty?

THE DEFENDANT: No, Your Honor.

THE COURT: Has anybody made any promises to you, Mr. Trujillo, that are not reflected in your agreement with the government?

THE DEFENDANT: No, Your Honor.

THE COURT: Okay. Is there a written allocution?

MR. ROSENBAUM: Yes, there is, Your Honor.

THE COURT: I can do them all at once or do you want to do them separately? What's best? Is that it?

MR. TUCHMANN: (Handing.)

THE COURT: The parties have reviewed this together?

MR. ROSENBAUM: Yes, Your Honor.

THE COURT: May we mark this as a Court Exhibit, Mr. Rosenbaum?

MR. ROSENBAUM: Yes, Your Honor.

THE COURT: Court Exhibit 2, Ellie.

COURTROOM DEPUTY: Yes, we'll mark that as Court Exhibit 2.

THE COURT: With respect then to Count One, Mr. Trujillo -- and I don't mind whether you do these together or singly as long as we touch all the bases -- the conspiracy to engage in money laundering, did you do that?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Were you involved in such an agreement?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Tell me about it.

MR. ROSENBAUM: Your Honor, we've written it out together. It's in English. He can read and understand English. It's easier rather than try to translate it into Spanish here if he can read it in English, with your permission.

THE COURT: Of course. Thank you.

MR. ROSENBAUM: Thank you.

THE DEFENDANT: May name is Miguel Trujillo. I am a citizen of Colombia, and I have been a legal permanent resident of the United States since about 2006. I moved from Colombia to the United States in about 1999, and since I moved to the United States I have lived in Palm Beach County, Florida.

From about 1999 until about 2006, I was employed by a sports marketing company in Miami called Inter/Forever Sports, and then by the successor company to Inter/Forever in Miami, which is called Traffic USA.

Since about 2006, I have been self-employed as a consultant in the field of soccer and media and marketing rights. I have conducted that business through a number of companies that I have owned or controlled, including through a Florida limited liability company that had a bank account at an American bank in Palm Beach County, Florida; and through three Panamanian companies, which all had bank accounts in Panama at Panamanian banks. I have been licensed by FIFA to act as a match agent on behalf of soccer federations and negotiate friendly matches on their behalf.

Money laundering conspiracy:

Media World is a sports marketing company in Miami. During the period from about 2008 to 2015, together Roger Huguet and Fabio Tordin, who were executives of Media World, and other people, I caused a soccer federation that was part of the Central American soccer union, known as UNCAF, to enter into contracts with Media World. In those contracts, that soccer federation sold Media World media and marketing rights owned by that federation in connection with that federation's home World Cup qualifier matches played in advance of the 2014, 2018 and 2022 World Cups. Similarly, during the period from about 2011 to 2015, I agreed with executives of Media World and others to cause a second UNCAF soccer federation to enter into a similar contract with Media World for the media and marketing rights for the federation's home World Cup qualifier matches played in advance of the 2018 World Cup. And during the period from about 2014 to 2015, I agreed with Tordin, Huguet and others to cause a third UNCAF soccer federation to enter into a contract with Traffic USA. In this contract, that federation sold to Traffic USA the media and marketing rights owned by that federation in connection with that federation's home World Cup qualifier matches played in advance of the 2022 World Cup.

Together with Huguet, Tordin and other people, in order to cause these federations to enter these contracts, I agreed that Media World would pay, and helped Media World pay, hundreds of thousands of dollars in bribes to high-ranking officials at these federations. I facilitated paying these bribes to these federation officials by receiving wire transfers from Media World bank accounts in Miami into the Panamanian accounts of companies I controlled, and I distributed the funds from these accounts to various bank accounts at the direction of the federation officials. I also received money from Media World for myself as compensation for serving as the intermediary for the bribes I helped Media World pay to certain of these officials. My coconspirators in this scheme and I often used sham contracts and invoices in an effort to disguise the true nature of these transactions.

During the period from about 2012 to 2014, I agreed with Roger Huguet, who was then an executive at Media World, that I would help him make a series of wire transfer payments that I believed were bribe payments. Huguet and I had discussions about this topic while we were both in South Florida. To help him make these bribe payments, I used the Panamanian bank account of a company I controlled in order to receive a wire transfer from a European company that was affiliated with Media World. Then I made further wire transfers out of the Panamanian account to other accounts at

Huguet's direction, worth hundreds of thousands of dollars. At least one of these wire transfers out of the Panamanian account I controlled was to an account at an American bank in South Florida. Also at Huguet's direction, I sent a sham invoice on behalf of a Panamanian company I controlled to the European company that wired these funds into my Panamanian account. On at least one occasion, the Panamanian company I controlled received a sham invoice from the recipient of these funds.

In about the spring of 2013, together with Fabio Tordin, who was an executive at Media World, I agreed to pay, and did pay, a bribe to a high-ranking official of a soccer federation that was part of the Caribbean Football Union, known as CFU, to cause that official's federation to join the contract that CFU had negotiated with Traffic USA for the media and marketing rights to CFU federations' home qualifier matches in advance of the 2018 and 2022 World Cups. Pursuant to my agreement with Tordin, after Media World sent funds from its bank account in Miami to the Panamanian bank account of a company I controlled, I conveyed these funds, via wire transfer and by other means, to the high-ranking official of the CFU soccer federation. Tordin and I used sham contracts to hide the true nature of these bribe payments.

MR. ROSENBAUM: We're going to Count Two now, Your Honor.

THE COURT: All right.

THE DEFENDANT: Wire fraud conspiracy - friendly matches scheme:

As it relates to Count Two, I partnered with Tordin to organize and promote friendly matches involving various UNCAF member associations, as well as other friendly matches involving other FIFA member associations. Many of these friendly matches were played in the United States.

In order to obtain the agreement of these federations to participate in these friendly matches, the coconspirator and I agreed to pay, and did pay, tens of thousands of dollars in bribes to high-ranking officials of various soccer federations, including officials of two different UNCAF federations.

Some of these payments were made by wire transfers from a U.S. bank account I controlled to bank accounts outside the United States. Also, I often arranged these friendly matches through telephone, fax and electronic mail communications from South Florida to other people who were overseas.

Wire fraud conspiracy.

MR. ROSENBAUM: This is Count Three, Your Honor.

THE COURT: Yes.

THE DEFENDANT: As it relates to Count Three, in around the time period between November 2011 and May 2012, I, together with others, agreed to help facilitate the payment of bribes by two Argentinian sports marketing company executives to three CONCACAF soccer officials. I had a prior relationship with some of these officials, and that is why the Argentinian executives asked me to facilitate this bribery scheme. The purpose of this agreement to pay these bribes was to obtain the soccer officials' agreement to cause CONCACAF to sell to the Argentinians' company the media and marketing rights to certain soccer tournaments, including the Gold Cup.

In around November 2011, Fabio Tordin and I traveled from Miami, Florida, to Buenos Aires, Argentina, in furtherance of this conspiracy, at the invitation of the Argentinian executives. In Argentina, and also during the same trip in Uruguay, Tordin and I met with the Argentinian executives and the three CONCACAF officials.

During the course of these meetings, the three soccer officials agreed to seek to cause CONCACAF to sell those rights to the Argentinians' company, in exchange for bribes totaling hundreds of thousands of dollars. The Argentinians did, in fact, pay these bribes to the officials by wiring funds from a bank account they controlled in Switzerland to the Panamanian bank account of a company I controlled. From there, I distributed the money at the direction of the three soccer officials, by wire transfer or by check.

In 2012, one of the Argentinians traveled to Florida and to New York City to meet with CONCACAF officials in furtherance of this scheme.

Fictitious contracts, as well as other methods and means, were used as part of this scheme to conceal the true nature of the bribe payments.

With respect to each of these three schemes, I understood that the soccer officials who received bribes owed a duty of trust and loyalty to the soccer federations they represented, and to CONCACAF and FIFA, and that they violated that duty by using their positions of authority and trust to enrich themselves. I did not disclose the bribe payments to FIFA, CONCACAF or anyone at the referenced soccer federations, other than to those officials who received bribes, and I understood that these officials would not disclose the payments either. When I agreed with other people to make these payments to soccer officials in violation of their duties of loyalty, I knew that what I was doing was wrong.

Fraud and false statements in tax returns for 2013.

MR. ROSENBAUM: This is Count Four.

THE DEFENDANT: As it relates to Count Four, I filed my 2013 IRS Personal Income Tax Return, Form 1040, on or about January 11, 2015, within the Southern District of Florida where I reside. I signed and verified that return, under the pains and penalties of perjury, and reported my taxable income as $18,932 even though I knew that my actual taxable income was more than that.  In particular, at the time I filed that tax return I understood that the accountant I had hired to prepare these tax returns was dishonest.  I therefore believed that he was preparing my returns in such a way as to wrongly and inaccurately reduce the amount I would pay as a result of that return, in light of the fact that my business in the United States had gross receipts far more than what was listed for it in the tax returns the accountant prepared and I signed under penalties of perjury, and that my lifestyle could not have been supported on an annual income of less than $20,000. I knew that it was illegal for me to make this false statement under penalty of perjury.

THE COURT:  All right.

THE DEFENDANT:  Sorry for my English.

THE COURT:  No need to apologize at all.

So, realizing that, of course, you've read this extensive statement and that it's been carefully prepared to address the elements of the four crimes charged, you've reviewed it carefully with counsel?

THE DEFENDANT:  Yes, Your Honor.

THE COURT:  It's accurate?

THE DEFENDANT:  Yes, Your Honor.

THE COURT:  Because there's a lot of very specific information in here, and you have the familiarity to decide more than anyone whether or not it's accurate and, in your view, it is an accurate statement; correct?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Anything else, gentlemen?

MR. TUCHMANN: Your Honor, I guess as to venue.

THE COURT: On the allocution?

MR. TUCHMANN: No, Your Honor. The only other thing is that as it relates to -- well, I guess this is part of venue, but as to Count Three, the government would prove that when the defendant allocuted that a coconspirator traveled to New York City in furtherance of that scheme, the government would prove that that coconspirator traveled through John F. Kennedy Airport in Queens, New York, which is in the Eastern District, which is the basis for the venue in this district for Count Three.

THE COURT: Fair enough.

Mr. Trujillo, listening carefully to you, I've heard a lot of references to South Florida, to Palm Beach County, virtually no reference to New York. Under our system of laws, you have the right to answer to these charges in the district where the activity itself took place.

Now, that's not to say that venue does not exist here in this district for one or more of these offenses, but there may well be an argument available to you that this matter should be referred to the Southern District of Florida.

We refer to that as venue or place.

I take it that you've discussed this notion with your lawyer?

MR. ROSENBAUM: May I have a moment, Your Honor?

THE COURT: Sure.

(Defendant confers with counsel.)

MR. ROSENBAUM: Thank you, Your Honor.

THE COURT: Yes, sir.

THE DEFENDANT: I prefer continue here.

THE COURT: And you're prepared to waive whatever rights you may have to refer the charges to the Federal Court in the Southern District of Florida?

THE DEFENDANT: Yes, Your Honor.

THE COURT: One other point I had here. The concluding sentences in your agreement says, and quoting: "I have read a Spanish translation of the entire agreement and discussed it with my attorney. I understand all of its terms and am entering into it knowingly and voluntarily."

Is there such a translation readily available or is that something you just prepared, Mr. Rosenbaum?

MR. ROSENBAUM: We did it orally off the English text. We had -- my paralegal and I sat there and discussed it with him in English and Spanish and translated the entire document in Spanish and answered all his questions.

THE COURT: All right. Mr. Trujillo, before we conclude the proceeding, do you have any questions for me?

THE DEFENDANT: No, Your Honor.

THE COURT: All right. Based on the information given to me, I find that the defendant, here in the presence of counsel in open court, that he fully understands his rights, the consequences and possible consequences of his pleas and that there are factual bases for these pleas of guilty.

I, therefore, now formally accept the pleas of guilty to Counts One, Two, Three and Four of information bearing Docket Number 16-CR-108.

I urge you, Mr. Trujillo, at the appropriate time, consistent with the advice of counsel, to cooperate with the Probation Department in their preparation of the presentence report. The original agreement of the parties will be maintained, I assume, by the United States Attorney.

MR. TUCHMANN: Yes, Your Honor.

THE COURT: And unless there's anything -- I guess there is something else. Has he been processed?

MR. TUCHMANN: He has not, Your Honor. There are two matters remaining. One is I have a preliminary order of forfeiture which sets forth details of the defendant's agreement to forfeit $495,000, pursuant to Counts One through Three and the agreement, Court Exhibit 1. I'd like to hand that up to Your Honor at this time.

THE COURT: This is addressed in the agreement itself, is it not?

MR. TUCHMANN: Yes, Your Honor.

MR. ROSENBAUM: Yes, it is.

COURTROOM DEPUTY: I'm going to take the original agreement and I'm going to hand the original agreement to government counsel.

MR. TUCHMANN: Thank you.

THE COURT: And next?

MR. TUCHMANN: Yes, Your Honor. This is the defendant's initial appearance. I have conferred with counsel and we have agreed upon a bond package, which consists of a 1.5 million dollar bond secured by the signature of the defendant and the defendant's wife, who is here in this courtroom. I believe she is a U.S. citizen.

MR. ROSENBAUM: Yes, she is.

MR. TUCHMANN: The terms of the bond are that the defendant is restricted to the areas of New York City, the state of New Jersey and the state of Florida, that he must surrender all passports to Pretrial Services by today, that he be placed under the supervision of the Pretrial Services agency, where he would be subject to random visits at his residence or place of work, and must report to the Pretrial Services agency as directed.

THE COURT: Mr. Rosenbaum, are you in accord?

MR. ROSENBAUM: Yes, Your Honor. We'd ask the Court to approve the bond package.

THE COURT: Have you prepared it, Ellie?

MR. TUCHMANN: I have a bond form here. I have not -- I think it needs to be included just as the name and address of the defendant and his wife and their signatures. I believe otherwise, it is ready to be signed.

THE COURT: When you have it all filled out, I'm ready to approve it.

(Pause in the proceedings.)

THE COURT: Good morning, madam. May I have your full name for the record, please?

MS. TRUJILLO: My name is Patricia Trujillo.

THE COURT: Ms. Trujillo, are you prepared to sign this bond?

MS. TRUJILLO: Yes.

THE COURT: Do you know what that means? Do you know what that means?

MS. TRUJILLO: Yes, Your Honor.

THE COURT: That means you're on the hook.

MS. TRUJILLO: Yes.

THE COURT: That means if your husband does not fully comply with all the terms and conditions of the bond, not just showing up, you're on the hook to the government to the tune of 1.5 million dollars.

MS. TRUJILLO: Yes, Your Honor.

THE COURT: And there's really nothing I can do about it at that point. They're rigidly enforced because unless they're rigidly enforced they're not of great value in terms of ensuring a defendant's compliance.

Do you understand what I'm saying?

MS. TRUJILLO: Yes, Your Honor.

THE COURT: And it doesn't have to involve any fault on your part. You could wake up one morning and he could be in Pago Pago, all right, never to return. If he violates the conditions of his release, he's on the hook for 1. -- you are on the hook for -- you're both on the hook for 1.5 million dollars.

MS. TRUJILLO: Yes, Your Honor.

THE COURT: Any questions about that?

MS. TRUJILLO: No, sir.

THE COURT: Mr. Trujillo, you understand that; right?

THE DEFENDANT: Yes, Your Honor.

THE COURT: In a way, your signing this document, Ms. Trujillo, is a vote of confidence in your husband. It goes without saying, because the impact of such an unfortunate circumstance would remain with you until fully satisfied. All right. Let's get the defendant to sign and Ms. Trujillo.

COURTROOM DEPUTY: Judge Dearie, we do have our pretrial officer here, Ms. Bianca Carter.

MS. CARTER: Good morning, Your Honor.

THE COURT: I'm glad you're here.

(Pause in the proceedings.)

MR. ROSENBAUM: I have his passport to surrender to Pretrial Services, which is being done now.

THE COURT: That's your only passport, Mr. Trujillo?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Okay. Bond has been signed and approved. Anything else?

MR. TUCHMANN: No, Your Honor.

MR. ROSENBAUM: No, Your Honor.

THE COURT: Have a nice day. See you next time.

MR. ROSENBAUM: Thank you, Your Honor.

MR. TUCHMANN: Thank you, Your Honor.

(Whereupon, the proceedings were adjourned.)

I certify that the foregoing is a correct transcript from the record of proceedings in the above-entitled matter.

/s/ Sherry Bryant
Sherry Bryant, RMR, CRR
Official Court Reporter